

# **EXHIBIT B**



33 Coffee Lane, Waterbury, VT 05676

T + 800 545 2326

KeurigGreenMountain.com

October 27, 2017

Global Baristas LLC  
2003 Western Avenue, Suite 300  
Seattle, WA 98121  
Attn: Michael Avenatti, Chairman

RE: Trademark License Agreement (TLA) dated July 21, 2014

Dear Michael:

We appreciate your taking time last week to discuss some of the issues related to the Tully's® brand, the licensed cafes and our trademark license. We wanted to follow up more specifically on several issues and request some additional information.

First and foremost, Section 10D of our TLA provides that an annual Royalty Fee of \$250,000 is payable starting in 2016. Invoices for 2016 and 2017 (attached for your reference) are outstanding. Section 11A of the TLA provides that Keurig may terminate the TLA if this default is not cured within 30 days. This letter is a formal demand notice that Global Baristas make payment in the next 30 days to cure this material default under our TLA. This requires immediate attention and action to clear this up.

Second, the TLA gives us the right to audit for compliance with the agreement. We visited some of the cafes recently as you know. Based on those visits and other developments we request that you provide the following information or confirmation of compliance with the TLA:

1. Section 2F provides that Keurig should receive a copy of any sublicenses granted by GB. Please provide any copies of sublicenses or confirm that none have been made.
2. Section 3B provides that GB must maintain at least 20 Benchmark Stores (i.e. standalone stores) to maintain exclusivity and 10 such stores generally. With the closure of the Boeing locations, please provide us with a list of all licensed stores, indicating which are Benchmark Stores.
3. Section 6D prohibits GB from altering the Licensed Marks or making any derivatives or variations of the Licensed Marks. In addition, Sections 8B and 8C provide that all Promotional and Advertising Material used by GB bearing the Licensed Marks shall be submitted for approval including forms previously approved. Please send any such material for approval. Related to this, our audit showed inconsistencies in brand usage including on store signage. This is an issue that we need to discuss further as there seem to be brand nonconformities that will need to be promptly corrected.
4. Section 10A provides that Keurig has the right to approve any Secondary Vendors for coffee. We previously approved Dillano's. Please confirm that there are no other Secondary Vendors that require review and approval.



5. Section 10B provides that Keurig has the right to approve samples and packaging of License Products prior to commercialization. The TLA provided a then current list of License Products. Please confirm whether there are any other Licensed Products which require approval.
6. Section 20A provides that GB shall not assign or delegate any obligations under the TLA without Keurig approval. Please confirm whether there have been any such assignments or delegations.
7. As we mentioned on the phone last week, we would appreciate establishing operational points of contact between Dan Tifft at Keurig and someone at GB for marketing approvals, trademark usage and other business issues going forward.

Thanks in advance for your prompt attention to these issues, and in particular to remedying the outstanding Royalty Fees payments in the next 30 days.

Best Regards,

A handwritten signature in blue ink, appearing to read "John Schold".

JOHN SCHOLD  
Senior Counsel  
Keurig Green Mountain, Inc.

**Debit Memo**

Debit Memo: 9700020017  
Invoice Date: Nov.22,2016  
Page: 1 of 1

Phone: 1-800-432-4627 Ext. 3  
Email: credit&collections@gmcr.com

**Please Remit Payment To:**

Keurig Green Mountain, Inc.  
P.O. Box 414159  
Boston, MA 02241-4159

Payment Terms: Due Immediately  
Order Number: 4500019509  
Ship to Cust. No.: 6000001848

**Bill to:**

GLOBAL BARISTAS LLC  
2003 WESTERN AVE, STE 300  
SEATTLE WA 98121

Customer PO No.: CY2016 Royalty Income

Amount Due:	250,000.00 USD
Please Pay By:	Nov.22,2016

Line Serial No	Material ID Customer Material ID	Description	Qty	UOM	List Price per Unit	Discount per unit	Net Price per unit	Net Extended Amount	Tax
1	5000057434	ROYALTY INCOME, Calendar Yr 2016	1.000	EA	250,000.00	( 0.00 )	250,000.00	250000.00	0.00

Sub Total: 250000.00

Amount Due: 250,000.00 USD

We appreciate your business!

Please detach and return with payment

97000200176000008653

Invoice: 9700020017  
Invoice Date: Nov.22,2016  
Payer Customer No.: 6000008653  
Ship To Customer No.: 6000001848  
Payer: GLOBAL BARISTAS LLC

**Please Remit Payment To:**

Keurig Green Mountain, Inc.  
P.O. Box 414159  
Boston, MA 02241-4159

Amount Due:	250,000.00 USD
Please Pay By:	Nov.22,2016

Amount Remitted

**Debit Memo**

Debit Memo: 9700020523  
 Invoice Date: Feb.15,2017  
 Page: 1 of 1

Phone: 1-800-432-4627 Ext. 3  
 Email: credit&collections@gmcr.com

**Please Remit Payment To:**

Keurig Green Mountain, Inc.  
 P.O. Box 414159  
 Boston, MA 02241-4159

Payment Terms: Due Immediately  
 Order Number: 4500019590  
 Ship to Cust. No.: 6000001848

**Bill to:**

GLOBAL BARISTAS LLC  
 2003 WESTERN AVE, STE 300  
 SEATTLE WA 98121

Customer PO No.: CY2017 Royalty Income

Amount Due:	250,000.00 USD
Please Pay By:	Feb.15,2017

Line Serial No	Material ID Customer Material ID	Description	Qty	UOM	List Price per Unit	Discount per unit	Net Price per unit	Net Extended Amount	Tax
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Sub Total: 250000.00

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